## Rider #2 Additional Lease Provisions

Lease No. GS-11B-\_\_02267

- 1. Within five (5) days of lease execution, the Government shall provide the Lessor with a Program of Requirements (POR) in sufficient detail for the Lessor to perform Design Intent Drawings (DIDs). If the Government makes changes to the Design Intent Drawings (DIDs) inconsistent with the Program of Requirements provided in the SFO, or changes to the Construction Drawings inconsistent with the Government approved DIDS, the Lessor shall have such time as is reasonable to make the changes. The Government shall bear the costs and additional time resulting from such modifications or changes.
- 2. If the Lessor initiates a successful tax appeal, any tax reduction due to the Government will be net of the Government's percentage of occupancy share of the Lessor's reasonable and actual out-of-pocket costs of the appeal for the period of time appealed (not to exceed 25%) of any one-year saving in any one-year appealed assessment.
- 3. The Lessor shall maintain all equipment in the Government space. However, the Government shall be responsible for the cost of utilities, maintenance, repair and replacement, of any special equipment installed by or for the Government, including but not limited to dedicated/self-contained HVAC equipment, special storage systems, telecommunications equipment, additional restrooms, kitchens, vending facilities, audiovisual equipment, and all equipment installed in the data center.
- 4. Delays by the city in issuance of a building permit after Lessor has applied for a permit with all due diligence and delays by city inspectors in completing inspections necessary to issue the Certificate of Occupancy for the building will be considered excusable delay. Owner agrees to provide the Government a copy of the application for the permit.